

# Sim & McBurney

Patent and Trade Mark Agents



IC20 Rec'd PCT/PTO 07 MAY 2002

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Please Quote

Our ref. 1038-1129 MIS:sd

Your ref.

Writer's Ext. 239

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May 6, 2002

**VIA COURIER**

The Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231  
U.S.A.

Dear Sirs:

**RE: United States Patent Application No. 09/786,235**  
**Applicant: Diane M. Gajewczk et al.**  
**Title: TREATMENT OF CERVICAL CANCER**

Further to our communication of March 19, 2002, submitted herewith  
are:

1. Petition under 37 CFR 1.47(a);
2. Declaration of Michael I. Stewart; and
3. Cheque in the amount of the petition fee and extension of time (see below).

Petition is hereby made under the provisions of 37 CFR 1.136(a) for an extension of two months of the period for response to the Notification of Defective Response.

05/10/2002 MALI11 00000069 09786235

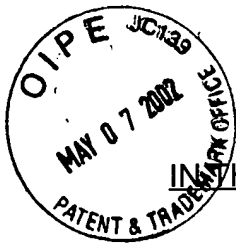
01 FC:116 130.00 OP  
02 FC:116 400.00 OP

Adjustment date: 04/29/2003 LLANDGRA  
05/10/2002 MALI11 00000069 09786235  
01 FC:116 130.00 OP

Yours truly,

Michael I. Stewart  
Registration No. 24,973

Enclosure(s)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Our Ref: 1038-1129 MIS:sd

In re patent application

No.: 09/786,235

Filing Date: N/A

Applicant: Diane M. Gajewczyk et al.

Title: TREATMENT OF CERVICAL CANCER

May 6, 2002

The Commissioner of Patents  
and Trademarks,  
Washington, D.C. 20231,  
U. S. A.

PETITION UNDER 37 CFR 1.47(a)

Dear Sirs:

Petition is hereby made under the provisions of 37 CFR 1.47(a) to accept a Declaration executed by the inventors, Roy Persson, Yao Fei-Long, Shi-Xian Cao, Michel Klein, James Tartaglia, Philippe Moingeon and Benjamin Rovinski, on behalf of Diane M. Gajewczyk. The amount of the Petition fee is included in the enclosed cheque.

The facts whereby the inventor has not signed the documents are set forth in the enclosed Declaration of Michael I. Stewart. A Declaration and Power of Attorney executed by the other inventors on behalf of Diane M. Gajewczyk is enclosed.

The last known address of Diane M. Gajewczyk is:

**21 Crafton Avenue  
Toronto, Ontario  
Canada, M6R 1C3**

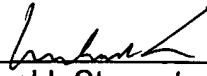
04/29/2003 LLANDGRA 00000072 09786235

01 FC:1460

130.00 DP

Under the circumstances, it is submitted that this Petition be accepted.

Respectfully submitted,

  
\_\_\_\_\_  
Michael I. Stewart  
Reg. No. 24,973

Toronto, Ontario, Canada  
(416) 595-1155  
FAX No. (416) 595-1163

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Our Ref: 1038-1129 MIS:sd

In re patent application

No.: 09/786,235

Filing Date: N/A

Applicant: Diane M. Gajewczyk et al.

Title: TREATMENT OF CERVICAL CANCER

May 6, 2002

The Commissioner of Patents  
and Trademarks,  
Washington, D.C. 20231,  
U. S. A.

DECLARATION UNDER 37 CFR 1.47 (a)

I, Michael I. Stewart, of 1180 Carey Road, Oakville, Ontario, L6J 2E4,  
declare as follows:

1. I am responsible for the preparation and filing of this application and have registration No. 24,973.
2. I receive my instructions with respect to this application from the Patents Department of Aventis Pasteur Limited (formerly Connaught Laboratories Limited).
3. This application was filed as a U.S. National Phase filing of PCT/CA99/00807 which claimed priority from U.S. Application No. 09/786,235. When the application was filed, I forwarded the Declaration and Power of Attorney to the Patents Department of Aventis Pasteur Limited, with a request that the document be signed by all inventors.
4. I received a letter dated August 20, 2001 from the Patents Department of Aventis Pasteur Limited enclosing a Declaration and Power of Attorney document executed by all inventors except Diane M. Gajewczyk. A Declaration and Power of Attorney was by executed by Diane M. Gajewczyk in connection with the priority U.S. Application No. 09/786,235.

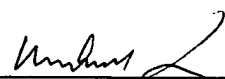
5. Diane M. Gajewczyk terminated employment with Aventis Pasteur Limited on May 29, 1989. I am advised by Reza Yacoob of the Patents Department of Aventis Pasteur Limited and verily believe that a complete copy of the specification including claims filed with this application with the Declaration and Power of Attorney attached thereto for executed by Diane M. Gajewczyk was forwarded to her by Federal Express, on September 12, 2001, to her last known address, namely 21 Crafton Avenue, Toronto, Ontario, M6R 1C3, Canada, with a request for execution and return.

6. To date, Diane M. Gajewczyk has not contacted the Patents Department of Aventis Pasteur Limited and the executed Declaration and Power of Attorney has not been returned by Diane M. Gajewczyk and hence the filing of the Petition under 37 CFR 1.47(a) that this Declaration supports.

7. The invention which is the subject of this application was made during the period of time that Diane M. Gajewczyk was employed by Aventis Pasteur Limited. Their terms of her employment oblige Diane M. Gajewczyk, according to paragraph 2 of her Confidentiality Agreement dated May 29, 1989, attached hereto as Exhibit I, to execute all papers in connection with any invention made during the course of her employment. As noted above, the Declaration and Power of Attorney in connection with the priority filing was executed by Diane M. Gajewczyk as well as an assignment to Connaught Laboratories Limited.

8. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and believe are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

Declared at Toronto, Ontario, this 6<sup>th</sup> day of May, 2002.

  
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Michael I. Stewart

# CONNAUGHT

LABORATORIES LIMITED

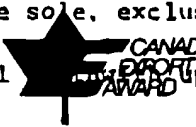


1755 Steeles Avenue West, Willowdale, Ontario, Canada M2R 3T4

## CONFIDENTIALITY AGREEMENT

TO: CONNAUGHT LABORATORIES LIMITED

IN CONSIDERATION OF the continued employment of the undersigned by Connaught Laboratories Limited ("Connaught") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the undersigned), the undersigned hereby covenants and agrees with Connaught as follows:

1. The undersigned will not, either during the continuance of his employment by Connaught or any time thereafter, disclose or authorize anyone to disclose any confidential information or trade secrets concerning the business or businesses of Connaught to any person nor use or authorize to use the same for any purposes other than those of Connaught nor remove or authorize anyone to remove from Connaught's premises any books, manuals, records, documents or working papers (or copies thereof or extracts therefrom) or samples of any biological or pharmaceutical products except, in any case, as may be specifically approved by Connaught or be specifically required in the course of his employment by Connaught.
2. The undersigned agrees that all discoveries, methods, products, improvements or formulae with which the undersigned may be involved in any manner during the term of his employment by Connaught and in any way relating to the business or businesses of Connaught are the sole, exclusive and absolute property of Connaught and the undersigned will  upon becoming so involved with any

such discovery, method, product, improvement or formula, fully and freely disclose the same to Connaught and shall, when so requested by Connaught, execute all documentation as may be required by Connaught to fully and effectively vest in Connaught the property rights in any such discovery, method, product, improvement or formula. The undersigned hereby acknowledges and agrees that any such discovery, method, product, improvement or formula shall constitute confidential information or trade secrets relating to the business or businesses of Connaught and shall be subject to the provisions of paragraph 1 hereof.

3. Any provision of either paragraph 1 or 2 hereof which is determined to be void and unenforceable shall be severable from all other provisions thereof and shall not be deemed to affect or impair the validity of any such other provisions.

4. The undersigned hereby agrees that all covenants contained herein are reasonable and valid and waives all defences to the strict enforcement thereof by Connaught.

5. The undersigned acknowledges that a violation of any of the provisions of these presents will result in immediate and irreparable damage to Connaught and agrees that in event of such violation Connaught shall, in addition to any other right or relief, be entitled to equitable relief by way of temporary or permanent injunction and to such other relief that any court of competent jurisdiction may deem just and proper.

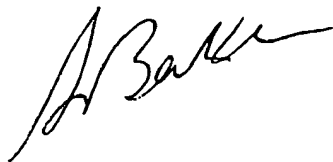
6. The provisions hereof, where the context so permits, shall enure to the benefit of the successors and assigns of Connaught and shall be binding upon the heirs, legal personal representatives and assigns of the undersigned.

**BEST AVAILABLE COPY**

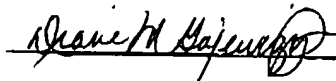
7. The undersigned hereby acknowledges that he has read the foregoing and understands the implications thereof and acknowledges receipt of a duly executed copy of these presents.

IN WITNESS WHEREOF these presents have been executed by the undersigned this 29<sup>th</sup> day of May, 1989.

SIGNED, SEALED & DELIVERED  
in the presence of



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**Aventis Pasteur**

**Research & Development  
Intellectual Property**

Dr. Diane Gajewczyk  
61 Pinnacle Trail  
Aurora, Ontario  
L4G 7G6

**SENT BY COURIER**

12 September, 2001

Our ref. 1038-1123 to -1129

Re. **New National Phase Patent Applications  
pursuant to PCT/CA99/00807  
TREATMENT OF CERVICAL CANCER**

Dear Dr. Gajewczyk,

Unfortunately, the combined Declaration and Power of Attorney document you returned was unsigned. I am enclosing a further copy of the document with your correct address for your signature. I look forward to the prompt return of this executed document. Also enclosed is a return Federal Express envelop for your convenience.

Yours sincerely,

Nadia Dumais  
Secretary to Dr. Gavin Zealey

Enclosures